

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of various types of new tires, by brand name and category, for Miami-Dade County (County) on behalf of several County departments on an as needed basis.

2.2 TERM OF CONTRACT: SIXTY (60) MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the sixty (60) month contract term.

2.3 METHOD OF AWARD: TO BIDDERS AUTHORIZED BY THE MANUFACTURER AND BY GROUP AS DESCRIBED BELOW

Award of both Groups shall be to Bidders who are authorized to sell the manufacturer's brand name and tire category. Proof of authorization by the manufacturer shall be uploaded with the Bidder's bid in the form of the manufacturer's official website address where the Bidders' name can be found under "find a dealer," "where to buy" or similar, or a current manufacturer's written agreement with the Bidder, or a letter on manufacturer's letterhead confirming Bidder's status as authorized to sell manufacturer's tires, or other verifiable documentation with the Bidder's name. Bidder's status as authorized to sell the manufacturer's tires is a continuing condition of award throughout the term of this contract.

2.3.1 GROUP 1, METHOD OF AWARD: LOWEST PRICES BASED ON HIGHEST PERCENTAGE DISCOUNT OFFERED OFF OF TIRE MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP) LIST ON A PROGRESSIVE BASIS

Award of this group will be made on a line item-by-line item basis per brand name and tire category to multiple responsive, responsible Bidders on a progressive basis in the order which represents the highest percentage discount off of MSRP and availability at time of order. Bidders shall upload the MSRP list(s), either as a document or a link to the manufacturer's website where the County can access the MSRP list at all times, with the Bidder's offer for each tire manufacturer in order to be considered eligible for award. The County reserves the right to request additional information during evaluation to aid in determining the award.

2.3.2 GROUP 2, METHOD OF AWARD: PRE-QUALIFICATION AND SUBSEQUENT SPOT-MARKET QUOTE FOR BRAND NAMES EXCLUSIVE OF THOSE AWARDED IN GROUP 1.

Award of this group shall be made to all responsive, responsible bidders meeting the minimum requirements set forth above in paragraph 2.3 for Brand Names not listed in Group One (see Section 3, Paragraph 3.2). Pre-qualified Bidders will be placed on a Pre-qualified List, identified by manufacturer's brand name and category they have been pre-qualified to offer for future Spot Market competition via Invitation to Quote (ITQ). Accordingly, the Bidder shall upload the MSRP

list(s), either as a document or a link to the manufacturer's website where the County can access the MSRP list at all times, with its offer in order to be considered eligible for award. The County reserves the right to add Bidders meeting or exceeding the same requirement or delete Bidders to/from Group Two during the term of the contract.

2.3.2.1 All pre-qualified Bidders are eligible to participate in subsequent spot-market quotations via ITQ as required by the County, on an as-needed or periodic basis, not to exceed six (6) month period. Spot-market pricing procedures will be initiated primarily by County departments or by the Internal Services Department, Procurement Management Services division. ITQs will be sent to all Bidders prequalified for the specific Brand Name tire and category as needed.

2.3.2.2 ITQs may include, but not limited to, technical specifications, any additional terms and conditions, specific quantity, pricing, delivery requirements, and any other requirements specific to the tires being purchased. The County, at its sole discretion, may require prequalified Bidders to provide documentation complying with any requirement relevant to each ITQ before issuing the ITQ, or during evaluation for award of the ITQs. If a pre-qualified Bidder does not submit the documentation as requested by the County, the County may not send an ITQ to the Bidder, or may not award the ITQ to a Bidder under evaluation, or may issue a partial award in its best interest. The County shall be the sole judge of whether or not a pre-qualified Bidder meets the ITQ requirements.

2.3.2.3 The pre-qualified Bidder meeting the ITQs requirements and specifications, and offering the lowest fixed price or highest percentage discount pursuant to the terms and conditions of each ITQ shall be awarded the specific purchase. Departments issuing the ITQs will be responsible for applying and verifying any applicable bid preferences, measures, and due diligence in determining award under Group Two. The award to one or more Bidders for a specific period or individual purchase does not preclude the remaining pre-qualified Bidders from submitting ITQ offers for other future specific purchases.

2.3.2.3 In the best interest of the County, for items either delivered by the awarded Bidder or picked-up from the awarded Bidder by authorized County personnel, the availability of the tires, geographic location, and/or delivery time requirements may be utilized as deciding factors for the basis of an award to a pre-qualified Bidder when it is determined by a County department that a project is time sensitive or is an emergency situation. However, such determining factors will be stated on each ITQ.

2.4 **PRICES: GROUP 1 ONLY**

The percentage offered by Bidders shall be fixed and firm during the term of this contract, and shall include all delivery expenses, all taxes, and all fees (except Tire Removal Fee and New Tire Fees listed below).

2.4.1 Tire Removal Fee will be paid in accordance to the schedule below, and shall be listed as a separate line item on invoices per tire, unless the County decides keep the old tires.

Tire Removal Fee Schedule	
Tire Category	Fee per Each Tire
Passenger	\$2.00
Light Truck	\$3.00
Commercial and Medium Truck	\$7.00
Off The Road (OTR) and Agricultural	\$10.00

2.4.2 New Tire Fee shall be applicable pursuant to Section 403. 718, Florida Statutes. See link below:

http://dor.myflorida.com/Forms_library/current/qt800037.pdf

The current New Tire Fee is \$1 per new tire sold for use on a motor vehicle. The amount of the fees may change in accordance with Florida Statute.

This fee is imposed on retail dealers that sell new motor vehicle tires. The fee is due whether the new motor vehicle tire is sold separately or as a component part of a vehicle. The fee is due on sales of new motor vehicle tires sold to governmental entities or nonprofit organizations.

Retail dealers are required to separately state the fee on the sales invoice and include the fee in the amount subject to sales tax.

A "new tire" is one that has never been used on or off the roads of Florida. This does not include recaps.

A "motor vehicle" is one that transports people or cargo such as:

- automobiles
- motorcycles
- trucks
- trailers
- semi-trailers
- truck tractors

It also includes vehicles that operate on and off the roads of Florida, such as:

- golf carts
- all-terrain vehicles
- travel trailers

The fee is not imposed on:

- New tires sold for resale. The selling dealer must obtain a copy of the purchaser's Florida Annual Resale Certificate or a resale authorization number issued by the Department.
- New tires for use on vehicles that are muscle driven, track driven, or used on a farm, including bicycles, mopeds, and farm trailers. When new tires are sold to a farmer, the selling dealer

must obtain an exemption certificate from the farmer. Refer to the following suggested Exemption Certificate - Tire Fee.

When a tire is returned for a "full credit," the dealer may take a credit for the fee paid. If a new tire is "swapped" at no charge, no fee is due on the new tire. If a partial refund is given on the purchase of a new tire, the entire fee is due on the new tire sold.

- 2.4.3 Revised MSRP lists may be used as the sole means for Bidders to request price adjustments for their awarded item(s). Revised MSRP price lists may be accepted by the County only in the event of an industry-wide or geographical price change, and not an increase affecting only one Bidder. The County reserves the right not to approve price increase requests at its sole discretion.
- 2.4.4 Revised prices will not become effective until such request(s) are submitted to the County's Procurement Management Services division and approved by the issuance of a contract modification or other official documentation. The request(s) shall be identified on Bidder's letterhead detailing the applicable MSRP list, and providing the MSRP price lists either as a document or link to the manufacturer's website.

2.5 **DELIVERY REQUIREMENT:**

Awarded Bidders on both Groups shall make deliveries the next business day after the date of the order, unless otherwise specified for Group Two on the ITQ. Deliveries may be anywhere throughout Miami-Dade County, and shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the Bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the Bidder. In these cases, the Bidder shall notify the County of delays immediately, in advance of the original delivery date so that a revised delivery schedule may be considered by the County, or the County may cancel the order in part or in full.

Should the Bidder to whom an order is awarded fail to deliver the next business day, the County reserves the right to cancel the order, in part or in full, on a default basis. If the order is so terminated, it is hereby understood and agreed that the County has the right to purchase the goods elsewhere and may charge the incumbent Bidder any re-procurement costs. If the Bidder fails to honor these re-procurement costs, the County may terminate the vendor from the contract for default.

County employees may be authorized in writing to pick-up materials under this contract. Bidders shall require receipt of this written authorization and shall maintain a copy. If the awarded Bidder is in doubt about any aspect of material pick-up, Bidder shall contact the appropriate user department to confirm the authorization.

2.6 **WARRANTY**

- A. Manufacturer's standard warranty. The manufacturer's warranty as supplied by the awarded Bidder shall remain in force for the full period identified by the awarded Bidder; regardless of whether the Bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

- B. Correcting Defects Covered Under Warranty: The awarded Bidder shall be responsible for promptly correcting any warranty deficiency, at no cost to the County, within three (3) calendar days after the County notifies the awarded Bidder of such deficiency in writing. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the vendor for any additional costs that are incurred by the County for the items; either through a credit memorandum or through invoicing.

2.7 ACCEPTANCE OF PRODUCT

The product(s) to be provided hereunder shall be delivered to the County in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.8 AVAILABILITY TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is for specific County Departments, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s). Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.9 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the vendor terminated from the contract or (2) the County may require the vendor to replace the materials at the vendor's expense.

2.10 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:

The successful bidder shall enclose a complete packing slip, or delivery ticket, or invoice with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered.

2.11 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

It is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s)

established herein in Group One or solicit ITQs via Group Two. Separate purchase order may be issued by the County department or agencies.

2.12 TAXES, ENVIRONMENTAL OR OTHER WASTE CLEANUP

All taxes, environmental or other waste cleanup fees imposed by the State, Federal or local governments and in effect at the time of the bid opening shall be listed separately. Any increase or new fees effective subsequent to the bid opening date shall be approved in advance by the County.

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SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Furnish and deliver new tires by specific brand names and categories for Group One, and establish a pre-qualification pool of Bidders for future spot market competition.

3.2 MANUFACTURER BRAND NAMES AND CATEGORIES

Awarded Bidder(s) shall furnish and deliver new tires by **Manufacturer Brand Name** and **Tire Category** listed below. There is no estimated quantity forecast available.

3.2.1 Manufacturer Brand Name:

1	Alliance	11	Kelly
2	BF Goodrich	12	Michelin
3	Bridgestone	13	Pirelli
4	Continental	14	Power Kings
5	Dunlop	15	Solideal
6	Firestone	16	Titan
7	Galaxy	17	Trelleborg
8	General	18	TY Cushion Tire
9	Goodyear	19	Uniroyal
10	Hankook	20	Yokohama

3.2.2 Tire Category

A	Passenger
B	Light Truck
C	Commercial and Medium Truck
D	OTR and Agriculture

3.2.3 Tire Category Definitions

3.2.3.1 Passenger Car Tires and Pursuit/Emergency High Speed Tires:

This category includes common passenger car tires. These are usually (but not always) identified by the letter "P" at the beginning of the tire size number that is imprinted on the sidewall of the tire. An example of a passenger tire size designation for this category of tire would be P205/75R15. Common applications for these tires would be sedans and mini-vans.

This category also includes a section for Pursuit/Emergency, High Speed Tires that are listed by specific tire size, speed rating code and brand name. Pursuit/Emergency, High Speed Tires would be applied to vehicles such as police cars, ambulances and other high speed emergency vehicles. Examples of this tire size designation for this category would be P225/60R15(V).

3.2.3.2 Light Truck Tires

This category includes Light Truck tires. These are usually (but not always) identified by the letter "LT" at the beginning of the tire size that is imprinted on the sidewall of the tire.

However many older tire designs of bias construction do not include an "LT" designation in the tire size. An example of a radial tire size designation for this category of tire would be LT235/85R16. An example of a bias tire size would be 7.50-16. Common applications for these tires would be Pick-Up Trucks, Sports Utility Vehicles and some Trailers.

3.2.3.4 Truck & Bus Tires

This category includes medium and heavy truck, bus and trailer tires. Unlike Passenger Car and Light Truck tires, these tires do not have a letter designation at the beginning of the tire size. Examples of tire size designations for these type tires are 11R22.5 {for radial} and 10.00-20 {for bias}. Some common applications for these tires would be Buses, Semi-Trucks/Trailers, Delivery Vans, Cargo Trucks, and non-tactical Military Supply Trucks and Troop Carriers.

3.2.3.5 Off-Road, Agricultural Tires

These tires are special off-Highway design for construction and industrial vocations, which may be used in severe service application. Tires could be of a bias or radial construction, pneumatic or solid design and different lug profiles that best suit the application. Some vehicle applications would be forklift, wheel loader, grader, backhoe, trencher, farm tractor, off-road utility, etc.

3.3 REMOVAL OF TIRES

- 3.3.1 Upon delivering tires to the County, the awarded Bidder must pick up and remove an equal number of used tires. However, this pickup of used tires may be required at a later date. All used tires must be disposed of in accordance with all Federal, State and local requirements. The County has the option of keeping used tires with each purchase. If the County keeps used tires, the removal fees shall not be charged to the County.

This page will be uploaded to BidSync as a web-page for Bidders to electronically submit their % offers

Line Item	Brand	Category	Discount off Manufacturer's Price List
1	Alliance	OTR and Agriculture	_____ % Off
2	BF Goodrich	Passenger	_____ % Off
3	BF Goodrich	Light Truck	_____ % Off
4	BF Goodrich	Commercial	_____ % Off
5	Bridgestone	Passenger	_____ % Off
6	Bridgestone	Light Truck	_____ % Off
7	Bridgestone	Commercial	_____ % Off
8	Bridgestone	OTR and Agriculture	_____ % Off
9	Continental	Passenger	_____ % Off
10	Continental	Light Truck	_____ % Off
11	Continental	Commercial	_____ % Off
12	Continental	OTR and Agriculture	_____ % Off
13	Dunlop	Passenger	_____ % Off
14	Dunlop	Light Truck	_____ % Off
15	Dunlop	Commercial	_____ % Off
16	Firestone	Passenger	_____ % Off
17	Firestone	Light Truck	_____ % Off
18	Firestone	Commercial	_____ % Off
19	Firestone	OTR and Agriculture	_____ % Off
20	Galaxy	OTR and Agriculture	_____ % Off
21	General	Passenger	_____ % Off
22	General	Light Truck	_____ % Off
23	General	Commercial	_____ % Off
24	Goodyear	Passenger	_____ % Off
25	Goodyear	Light Truck	_____ % Off
26	Goodyear	Commercial	_____ % Off
27	Goodyear	OTR and Agriculture	_____ % Off
28	Hankook	Passenger	_____ % Off
29	Hankook	Light Truck	_____ % Off
30	Hankook	Commercial	_____ % Off
31	Kelly	Passenger	_____ % Off
32	Kelly	Light Truck	_____ % Off
33	Kelly	Commercial	_____ % Off
34	Michelin	Passenger	_____ % Off
35	Michelin	Light Truck	_____ % Off
36	Michelin	Commercial	_____ % Off
37	Michelin	OTR and Agriculture	_____ % Off
38	Perelli	Passenger	_____ % Off
39	Perelli	Light Truck	_____ % Off

40	Perelli	Commercial	_____ % Off
41	Perelli	OTR and Agriculture	_____ % Off
42	Power King	Commercial	_____ % Off
43	Power King	OTR and Agriculture	_____ % Off
44	Solideal	OTR and Agriculture	_____ % Off
45	Titan	OTR and Agriculture	_____ % Off
46	Trelleborg	OTR and Agriculture	_____ % Off
47	TY Cushion Tire	OTR and Agriculture	_____ % Off
48	Uniroyal	Passenger	_____ % Off
49	Uniroyal	Light Truck	_____ % Off
50	Uniroyal	Commercial	_____ % Off
51	Yokohama	Passenger	_____ % Off
52	Yokohama	Light Truck	_____ % Off
53	Yokohama	Commercial	_____ % Off
54	Yokohama	OTR and Agriculture	_____ % Off